

**HERRERA & HUNT, INC.**  
 PO BOX 49  
 ALAMO, TX 78516



JOC - 09-040JC-07

**DELIVERY ORDER REQUEST**

Client: HIDALGO COUNTY

Date: 7/10/2013

Project: Constable Pct. 1 Bullet Proof Windows for Various JP's Offices

Location: Weslaco & Elsa, TX

<b>Project Summary:</b>	Install bullet proof window glass
<b>Order Calculation Criteria:</b>	Facilities & Commercial Renovation / Unit / Repair & Remodeling / McAllen / Year 2013 Qtr 2

<b>Averages based on quantity and unit prices from RS Means</b>			<b>\$ 67,068.03</b>
<b>Competitive Bid Coefficient</b>	0.87	X	
<b>Choice Facilities</b>			<b>\$ 58,349.19</b>
<b>Delivery Order Size Factor</b>			
\$3 to \$50,000	1.10		
\$50,000 to \$500,000	1.00	X	
\$500,000+	0.98		
			<b>\$</b>
<b>Adjustments</b>			<b>\$</b>
<b>Permits &amp; Fees</b> (If any, otherwise \$0.00)	2%		<b>\$</b>
			<b>\$</b>
<b>Architectural &amp; Engineering Fees</b>	___%		<b>\$</b>
			<b>\$</b>
	<b>Sub Total</b>		<b>58,349.19</b>
<b>Payment &amp; Performance Bond</b>	3%		<b>\$</b>
			<b>\$ 1,750.48</b>
			<b>\$ 60,099.66</b>
<b>Delivery Order Request Quote</b>			<b>\$ 60,099.66</b>
<i>Gilbert Herrera</i>		<i>7/10/13</i>	
Gilbert Herrera		Date	
Herrera & Hunt, Inc. - Choice Facilities Partners Contract # 09-040JC-07			

HIDALCO CO

WESLACO, TX  
Date: 12-Jul-13

HIDALGO CO FIRE RATED GLASS  
Year 2013 Quarter 2  
Unit Summary Report

Prepared By:  
Gilbert Herrera  
Herrera and Hunt Inc

Division Description		Total
Division 01	General Requirements	\$13,802.45
Division 02	Existing Conditions	\$1,180.00
Division 08	Openings	\$30,158.32
Division 09	Finishes	\$2,121.60
Division 10	Specialties	\$64.80
Division 11	Equipment	\$17,319.86
Division 12	Furnishings	\$2,421.00
Subtotal		\$67,068.03
General Contractor's Markup on Subs		0.00% \$0.00
Subtotal		\$67,068.03
General Conditions		0.00% \$0.00
Subtotal		\$67,068.03
General Contractor's Overhead and Profit		0.00% \$0.00
Grand Total		\$67,068.03

WESLACO, TX

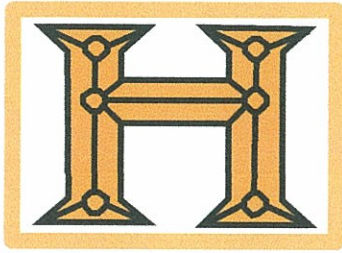
Date: 12-Jul-13

HIDALGO CO FIRE RATED GLASS  
Year 2013 Quarter 2  
Unit Detail Report

Prepared By:  
Gilbert Herrera  
Herrera and Hunt Inc

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
<b>Division 01 General Requirements</b>					
013113200160	Field personnel, general purpose laborer, average	2.00	Week	\$2,325.00	\$4,650.00
013113200260	Field personnel, superintendent, average	2.00	Week	\$3,275.00	\$6,550.00
015613600400	Tarpaulins, reinforced polyethylene, clear, 5.5 mils thick	2,000.00	S.F.	\$0.18	\$360.00
015616101000	Selective demolition, rubbish handling, dust partition, 4' x 8' panels, 1" x 3" frame, 6 mil polyethylene, cost to be added to demolition cost.	2,000.00	S.F.	\$0.58	\$1,160.00
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	15.00	M.S.F.	\$37.69	\$565.35
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	10.00	M.S.F.	\$51.71	\$517.10
<b>Division 01 General Requirements Subtotal</b>					<b>\$13,802.45</b>
<b>Division 02 Existing Conditions</b>					
024119190700	Selective demolition, rubbish handling, dumpster, 10 C.Y., 3 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost.	2.00	Week	\$590.00	\$1,180.00
<b>Division 02 Existing Conditions Subtotal</b>					<b>\$1,180.00</b>
<b>Division 08 Openings</b>					
081213133002	Frames, steel, knock down, hollow metal, 14 gauge, up to 5-3/4" D, 6'-8" H, 3'-6" W, single	5.00	Ea.	\$270.22	\$1,351.10
081213259000	Door frames, minimum labor/equipment charge	5.00	Job	\$339.30	\$1,696.50
088856102700	Bullet-resisting, level 2 (.357 magnum)	120.00	S.F.	\$114.10	\$13,692.00
088856102750	Bullet-resisting, level 3A (.44 magnum)	112.00	S.F.	\$119.81	\$13,418.72
<b>Division 08 Openings Subtotal</b>					<b>\$30,158.32</b>
<b>Division 09 Finishes</b>					
092116333800	Partition Wall, interior, standard, taped both sides, installed on & incl. 25 ga, NLB metal studs, 3-5/8" wide, 16" O.C., 8' to 12' high, 5/8" gypsum drywall	680.00	S.F.	\$2.21	\$1,502.80
092910300490	Gypsum wallboard, on walls, fire resistant, w/compound skim coat (level 5 finish), 1/2" thick	680.00	S.F.	\$0.91	\$618.80
<b>Division 09 Finishes Subtotal</b>					<b>\$2,121.60</b>
<b>Division 10 Specialties</b>					

LineNumber		Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
100505106100		Selective demolition, folding gate, security, door or window	45.00	S.F.	\$1.44	\$64.80
<b>Division 10 Specialties Subtotal</b>						<b>\$64.80</b>
<b>Division 11 Equipment</b>						
111713104800		Bank equipment, window, drive-up with drawer and microphone, excl. glass, min	2.00	Ea.	\$8,659.93	\$17,319.86
<b>Division 11 Equipment Subtotal</b>						<b>\$17,319.86</b>
<b>Division 12 Furnishings</b>						
120505103120		Selective demolition, countertop, stainless steel	20.00	L.F.	\$8.99	\$179.80
123623130900		Countertops, custom, plastic laminate, square edge, plastic face, 7/8" thick, excl. backsplash	20.00	L.F.	\$52.65	\$1,053.00
123623131000		Countertops, custom, plastic laminate, square edge, plastic face, 7/8" thick, includes backsplash	20.00	L.F.	\$59.41	\$1,188.20
<b>Division 12 Furnishings Subtotal</b>						<b>\$2,421.00</b>



**HERRERA & HUNT, INC.**  
**P O B O X 4 9**  
**ALAMO, TX 78516**  
**JOB ORDER CONTRACTING SPECIALISTS**

**Hidalgo County Constable Pct. 1-Bullet Proof Windows**

**Warranty**

**Warranty will be a minimum of one year unless components manufacturers provide additional time.**



PURCHASING DEPARTMENT  
County Of Hidalgo

June 25, 2013

(Company's Name, Address, City & State)

Herrera & Hunt, Inc      JOC # 09-040JC-07  
PO Box 49  
Alamo, TX 78516-0049

Re:    **HIDALGO COUNTY**  
Request for JOC Proposal – **HIDALGO COUNTY CONSTABLE PRCT. 1-**  
**“BULLET PROOF WINDOWS FOR VARIOUS JP’S OFFICES”**  
**JOC Proposal No: 2013-079-07-12-MSS**

Dear Gentleman/Ladies:

Enclosed please find a Request for JOC Proposal (RFP) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the proposal process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/mss

Enclosures



**REQUEST FOR JOC PROPOSAL (RFP)  
TABLE OF CONTENTS**

**HIDALGO COUNTY CONSTABLE PRCT. 1-  
"BULLET PROOF WINDOWS FOR VARIOUS JP'S OFFICES"  
JOC Proposal No: 2013-079-07-12-MSS**

No.	Item Description	No. of Pages
1.	Request for JOC Proposal Letter	1
2.	Request for JOC Proposal, Legal Notice	8
3.	Exhibit "A" Plans and Specifications	4
4.	Exhibit "B" JOC Proposal Page <i>(Must be submitted with Proposal RS Means UPB)</i>	1
5.	Exhibit "C" Insurance Requirements	4
6.	Exhibit "D" CIQ Conflict of Interest Questionnaire	1
7.	Exhibit "E" –Proposers Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1

The above mentioned items shall be found in the Request for JOC Proposal packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to [moises.salazar@co.hidalgo.tx.us](mailto:moises.salazar@co.hidalgo.tx.us) , and advise of missing documentation.

Thank you.

<b>JOC Proposal No:</b> 2013-079-07-12-MSS	<b>Buyer: Moises Salazar</b>	<b>Tel. No: (956) 318-2626 ext 4863</b>
---	------------------------------	---

# REQUEST FOR JOC PROPOSAL

HIDALGO COUNTY CONSTABLE PCT. 1-

**“BULLET PROOF WINDOWS FOR VARIOUS JP’S  
OFFICES”**

**JOC PROPOSAL OPENING DATE:  
JULY 12, 2013 @ 3:00 P.M.**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S. Bus. Hwy. 281 –New Administration Building  
Edinburg, Texas 78539



956 318-2626

Form HCPD-03

1. Sealed JOC proposals will be received for "**JOC PROPOSAL # 2013-079C-07-12-MSS - "HIDALGO COUNTY CONSTABLE PCT. 1- BULLET PROOF WINDOWS FOR VARIOUS JP'S OFFICES"**" in accordance with the specifications attached as Exhibit "A" hereto. JOC Proposal should address all specifications set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall JOC proposal.
2. One (1) original copy of all JOC proposals are required with proposer's name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package with "**JOC PROPOSAL #-2013-079C-07-12-MSS -"HIDALGO COUNTY CONSTABLE PCT. 1- BULLET PROOF WINDOWS FOR VARIOUS JP'S OFFICES"**" to be delivered to Hidalgo County Purchasing Department with a physical location of 2802 S. Bus. Hwy.281 (Southeast Corner of Canton & Business Highway 281) or mailing address to 2812 S. Bus. Hwy. 281, New Administration Building, Edinburg, Texas, **on or before 3:00 P.M. FRIDAY, July 12, 2013. NO FACSIMILES/E-MAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY JOC RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "JOC PROPOSAL #-2013-079C-07-12-MSS -"HIDALGO COUNTY CONSTABLE PCT. 1- BULLET PROOF WINDOWS FOR VARIOUS JP'S OFFICES"** in Hidalgo County reserves the right to refuse and reject any/all JOC RFP and to waive any/all formalities or technicalities, or to accept the JOC RFP considered the best value and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this JOC proposal that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all JOC proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the best value and best JOC proposal for approval; and C. award the proposal to one JOC proposer or to multiple JOC proposer's if the County determines it is in its best interest to do so."
4. The JOC Proposer shall not substitute items named in the JOC proposal without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the JOC contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible JOC proposer, or to reject all proposals.
5. For work to be performed at a County owned or operated location, each JOC proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within thirty (30) days from the scheduled time to open proposal.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposal. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all JOC proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
  - No deliveries accepted after 3:00 P.M., Monday-Friday.
  - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - If you need additional information call the office listed below:

**Hidalgo County Purchasing Department**  
**2812 So. Bus Hwy 281**  
**Edinburg, TX 78539**  
**(956) 318-2626**  
**ATTN: Martha L. Salazar, Purchasing Agent**

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - a) Name and address of successful proposer
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - "**JOC PROPOSAL #-2013-079C-07-12-MSS - "HIDALGO COUNTY CONSTABLE PCT. 1- BULLET PROOF WINDOWS FOR VARIOUS JP'S OFFICES"**" in Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Attn: Deputy Jose Eapinoza  
**HIDALGO COUNTY CONSTABLE PCT. 1**  
 1902 Joe Stephens Ave.  
 Weslaco, TX 78596

17. **Schedule of Events:**

1.	<b>SCOPE OF WORK (NO PRICING) DUE:</b>	<b>JUNE 28, 2013 @ 3:00 PM.</b>
2.	<b>ISSUANCE OF FINAL SCOPE OF WORK:</b>	<b>JULY 2, 2013 @ 5:00 PM.</b>
3.	<b>PROPOSALS DUE:</b>	<b>JULY 12, 2013 @ 3:00 PM.</b>

18. **Bid or Performance Bond and Debarment Certification; Payment under Contract:**

• If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all proposers shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All proposer's are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

• Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

• If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of

satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to

contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or JOC proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. JOC Proposals, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Proposer's: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a JOC proposal, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the JOC proposal;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
24. Successful proposal will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from proposal award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for JOC Proposal shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
31. Proposers must adhere to all **Davis Bacon Act Regulations** as required by **Department of Labor and Standards**.

JOC PROPOSAL  
HIDALGO COUNTY CONSTABLE PCT. 1

“BULLET PROOF WINDOWS FOR VARIOUS JP’S OFFICES”

2013-079C-07-12-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
New Administration Building  
2802 S. Bus. Hwy. 281 (physical address)  
2812 S. Bus. Hwy. 281 (mailing address)  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its JOC proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Invitation for JOC Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals’s and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best valued proposal.

Proposer agrees that this JOC proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Specifications.

Respectfully submitted,

Proposer: Herrera & Hunt Inc.

Address: PO Box 49 Alamo, TX 78516

By: Gilbert Herrera

Printed Name: Gilbert Herrera

Title: President

**EXHIBIT "A"**  
**Specifications**  
**HIDALGO COUNTY CONSTABLE PCT. 1**  
**"BULLET PROOF WINDOWS FOR VARIOUS JP'S OFFICES"**  
**JOC Proposal No: 2013-079C-MSS**

---

**GENERIC SCOPE OF WORK**

  X   **PURCHASING DEPARTMENT/CONSTABLE PRECINCT NO. 1**

**OCCUPATIONAL CODE: 1001.053 (SOW)**

       **ARCHITECT**

       **ENGINEER**

       **COMPLETE SOW AFTER WALK THROUGH WITH JOC'S**

---

**GENERAL SCOPE OF WORK:**

Hidalgo County Constable Precinct No. 1 is seeking JOC PROPOSALS for the turnkey purchase and installation of Bullet proof windows for the JP Offices Located in Precinct No. 1.

PROPOSALS will be received until **3:00 p.m. on Friday, July 12, 2013.**

Participants/Vendors are encouraged to contact the Purchasing Department and/or the Constable Precinct No. 1 Office to schedule site visits as needed to take measurements.

**SPECIFICATIONS/REQUIREMENTS**

**Due to the fact that no architectural drawings or specifications are available for this project, SCOPES OF WORK from all participants will be accepted for review in order to define a final scope of work to be distributed to all for a proposal.**

<b>PROJECT SCHEDULE:</b>		
<b>1.</b>	<b>SCOPE OF WORK (NO PRICING) DUE:</b>	<b>JUNE 28, 2013 @ 3:00 PM.</b>
<b>2.</b>	<b>ISSUANCE OF FINAL SCOPE OF WORK:</b>	<b>JULY 2, 2013 @ 5:00 PM.</b>
<b>3.</b>	<b>PROPOSALS DUE:</b>	<b>JULY 12, 2013 @ 3:00 PM.</b>

**EXHIBIT "A"**  
**Specifications**  
**HIDALGO COUNTY CONSTABLE PCT. 1**  
**"BULLET PROOF WINDOWS FOR VARIOUS JP's OFFICES"**  
**JOC Proposal No: 2013-079C-MSS**

The following are the minimum general specifications /requirements as per site walk-thru conducted on May 16, 2013.

<b>Location: I</b>		
Gilberto Saenz, Justice of the Peace Precinct 1, Place 1 1902 Joe Stephens Ave., Suite 301 Weslaco, TX 78596		
<b>Item</b>	<b>Description</b>	<b>Qty</b>
1	Bullet Proof Window 3' 6" x 3', LEVEL 3	2
2	Window frames, steel metal	2
3	Close up third window	1
4	Bullet proof of wall with steel sheets, walls finish same as original.	1
5	Steel Deal Trays, bullet proof	2
6	Counter-Top Two Way Electronic Communicators	2

<b>Location: II</b>		
Jesus E. Morales, Justice of the Peace Precinct 1, Place 2 1902 Joe Stephens, Suite 302 Weslaco, TX 78596		
<b>Item</b>	<b>Description</b>	<b>Qty</b>
1	Bullet Proof Window 3'x 2' 11", LEVEL 3	3
2	Window frames, steel metal	3
3	Bullet proof of wall with steel sheets, walls finish same as original.	1
4	Steel Deal Trays, bullet proof	2
5	Counter-Top Two Way Electronic Communicators	2

<b>Location: III</b>		
E. "Speedy" Jackson, Justice of the Peace Precinct 5, Place 1 708 E. Edinburg Ave, Suite B Elsa, TX 78543		
<b>Item</b>	<b>Description</b>	<b>Qty</b>
1	Bullet Proof Window 8'x 5' 8", LEVEL 3	1
2	Bullet Proof Window 3' 8" x 3' 4", LEVEL 3	1
3	Window frames, steel metal	2
4	Bullet proof of wall with steel sheets, walls finish same as original.	1
5	Steel Deal Trays, bullet proof	1
6	Counter-Top Two Way Electronic Communicators	1

**EXHIBIT "A"**  
**Specifications**  
**HIDALGO COUNTY CONSTABLE PCT. 1**  
**"BULLET PROOF WINDOWS FOR VARIOUS JP's OFFICES"**  
**JOC Proposal No: 2013-079C-MSS**

---

**TERMS AND CONDITIONS:**

- 1) Proposals should be thru the current RS-Means price book with City of McAllen Cost Coefficient.
- 2) Name Brands in this request for proposals:  
Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal quality and the burden of proof of such quality rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.
- 3) **WARRANTY.** Warranty terms and conditions must be provided.
- 4) **Proposal Award:** Award of proposals shall be made to the most responsible, responsive proposer, whose offer is determined to meet all specifications and to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the County.
- 5) Proposer is responsible to comply with all permits, local, state, and federal regulations, if applicable.
- 6) **Prevailing Wages/Davis Bacon:** This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. Contractors may also visit [www.wdol.gov/dba.aspx](http://www.wdol.gov/dba.aspx).
- 7) **Insurance Certificates (Exhibit C)** must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.
- 8) A list of subcontractors must be provided. The awarded proposer **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform service hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured.
- 9) The County reserves the right to reject any or all proposals, to waive any or all formalities, or to accept the proposal considered the best and most advantageous to the County, and to hold the proposal for a period of ninety (90) days without taking action thereon.
- 10) Any quote awarded to a successful bidder will be in effect until (a) the sealed quote expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) days written notice prior to cancellation.
- 11) All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

**EXHIBIT "A"**  
**Specifications**  
**HIDALGO COUNTY CONSTABLE PCT. 1**  
**"BULLET PROOF WINDOWS FOR VARIOUS JP's OFFICES"**  
**JOC Proposal No: 2013-079C-MSS**

- 12) After proposal is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified proposer. IN such event, Hidalgo County shall charge original successful proposer the difference for any additional cost to the County.
- 13) Hidalgo County has the authority to utilize "State Awarded Contracts" or "Purchasing Co-op Contracts" whenever it is in the County's best interest to do so.
- 14) HIDALGO COUNTY reserves the right to reject any /or all quotes, to waive any/all formalities or technicalities or to accept the quote considered the best and most advantageous to the County.
- 15) All cost will be F.O.B. destination; Hidalgo County as indicated on each designated purchase order.

**ADDITIONAL INFORMATION:**

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

**TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR E-MAIL NO LATER THAN FRIDAY JULY 5<sup>TH</sup>, 2013 AT 3:00 P.M., AT (956) 318-2629 and/or [moises.salazar@co.hidalgo.tx.us](mailto:moises.salazar@co.hidalgo.tx.us) . RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE and/or e-mail BY NO LATER THAN FRIDAY, JULY 9<sup>TH</sup>, 2013 AT 5:00 P.M.**

**EXHIBIT "B"**  
**PROPOSAL FORM**  
**HIDALGO COUNTY CONSTABLE PRCT. 1-**  
**"BULLET PROOF WINDOWS FOR VARIOUS JP'S OFFICES"**  
**JOC Proposal No: 2013-079-07-12-MSS**

---

- **PROPOSALS MUST INCLUDE RS MEANS BREAKDOWN AS BACKUP.**
- **PROPOSALS MUST CONFORM TO AWARDED CONTRACT (Co-op or TX-MAS) AND MOST CURRENT RS MEANS PRICING INCLUDING CITY OF MCALLEN CCI.**

## **EXHIBIT "C"**

### **Insurance Requirements**

The Proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Proposer is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Smith-Reagan Insurance Agency P O Box 1009 148 N Sam Houston San Benito, TX 78586	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 956.399.1353      FAX (A/C, No): 956.399.2185 E-MAIL ADDRESS:																					
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Essex Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td>Hallmark Specialty Ins Co</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td>Nautilus Insurance Co</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Essex Insurance Company		INSURER B :	Hallmark Specialty Ins Co		INSURER C :	Nautilus Insurance Co		INSURER D :			INSURER E :			INSURER F :	
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A :	Essex Insurance Company																					
INSURER B :	Hallmark Specialty Ins Co																					
INSURER C :	Nautilus Insurance Co																					
INSURER D :																						
INSURER E :																						
INSURER F :																						
<b>INSURED</b> Herrera & Hunt, Inc. P.O. Box 49 Alamo, TX 78516																						

**COVERAGES**      **CERTIFICATE NUMBER: Master GL, Auto, UM**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		3DK4450	10/10/2012	10/10/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
B	AUTOMOBILE LIABILITY		TXH602293-01	10/10/2012	10/10/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
C	UMBRELLA LIAB		AN008915	10/10/2012	10/10/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB DED      RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS      OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**      **CANCELLATION**

Hidalgo County 2802 S Business Hwy 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>David Smith</i> David Smith/CL12

**ACORD**

**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>				
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> OWNER'S & CONT PROT				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				PERSONAL AND ADV INJURY \$
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC				ANNUAL AGGREGATE \$
B	<b>AUTOMOBILE LIABILITY</b>				
	<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY-EA ACCIDENT \$	
	<b>GARAGE LIABILITY</b>				
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG \$
					\$
C	<b>EXCESS LIABILITY</b>				
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
	<input type="checkbox"/> DEDUCTIBLE				AGGREGATE \$
	<input type="checkbox"/> RETENTION \$				\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				
					WC STATU: <input type="checkbox"/> OTHER TORY LIMITS
					E L EACH ACCIDENT \$
					E L DISEASE-EA EMPLOYEE \$
	<b>OTHER</b>				E L DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Hidalgo County  
Attn: Purchasing Department  
2812 S Highway Bus. 281  
Edinburg, Texas 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE

## Insurance Requirement Acknowledgment

I, Gilbert Herrera, authorized representative for Herrera + Hunt, Inc.,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of proposal awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of proposal award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

- have already been met, see attached copy of insurance certificate.

Gilbert Herrera  
Authorized Representative

7/11/13  
Date

### **Notice to Proposer:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the proposal award to be rescinded and re-awarded to next lowest proposer. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)**

**PROJECT REQUIREMENTS  
ACKNOWLEDGMENT**

This is to certify that I, Gilbert Herrera, possess all of the APPLICABLE:

- 1. Licenses: \_\_\_\_\_.
- 2. Bonds: \_\_\_\_\_.
- 3. Certificates: \_\_\_\_\_.
- 4. Permits: \_\_\_\_\_.
- 5. Other: Insurance.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this proposal, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the proposal packet in order to expedite the proposal evaluation process. Failure to provide said documentation will result in the disqualification of your proposal.

Dillon Hunt  
Authorized Signature

7-11-13  
Date

Herrera + Hunt, Inc.  
Company

PO Box 49  
Address

Alamo, TX 78516-0049  
City, State, Zip

**(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)**

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006 Local Government Code. An offense under this section is a Class C misdemeanor

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

NA

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate )

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A B C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income other than investment income, from the filer of the questionnaire?

Yes No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D Describe each employment or business relationship with the local government officer named in this section

4 Signature of person doing business with the governmental entity

Signature

Date

7-11-13

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

**PROPOSER'S AFFIDAVIT**  
**Exhibit "E"**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION**  
**NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, Gilbert Herrera, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

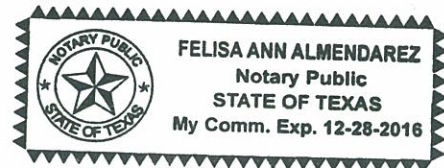
Signature/Title: *[Handwritten Signature]*, President

Subscribed and sworn to before me this 12<sup>th</sup> day of July, 2013

*[Handwritten Signature]*

Notary Public

My commission expires: 12/28/2014, 20  



**HIDALGO COUNTY  
PURCHASING DEPARTMENT  
Proposer/Vendor Application**

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department  
thru Facsimile: (956) 318-2629 or (956) 292-7612  
in person or regular mail to:  
Mailing/Postal Address: 2812 S. Business Hwy. 281  
Physical Address: 2802 S. Business Hwy. 281  
Edinburg, Texas 78539  
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: <u>Herrera + Hunt, Inc</u> Telephone No. <u>(956) 330-5566</u>	
dba Name: _____	
Legal Name: <u>Herrera + Hunt, Inc</u>	
Mailing Address: <u>PO Box 49</u>	Fax No. ( ) _____
Physical Address: <u>315 E. Frontage, Lot 1</u>	
City, State, Zip <u>Alamo, TX 78516</u>	Tax ID. No. <u>26-0513355</u>
Remit to Address: _____	City, State, Zip _____
E-Mail Address: <u>gherrera1@rgv.vr.com</u>	
Representative(s) Name(s) & Title(s) <u>Gilbert Herrera, President</u>	
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify _____	
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No. <u>26-0513355</u>	
State of Incorporation: <u>Texas</u> Date: <u>6-27-07</u> Other: _____	
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input checked="" type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify _____	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Gilbert Herrera, President</u>	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business: _____ Disadvantaged Business (At Least 51% Ownership) _____	
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input checked="" type="checkbox"/> Hispanic American
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American
<input type="checkbox"/> More than 500,000 annual gross receipt	<input type="checkbox"/> Native American
	<input type="checkbox"/> Women
	<input type="checkbox"/> Other
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?: <u>Construction</u>	
Would you like to be provided with specifications for procurements of such products?: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____	
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____	

**(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes  No

If yes, by whom?: Texas Building & Procurement Commission Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?: Yes No

**LIST OF CERTIFIED HUB SUBCONTRACTORS**  
(Attach additional pages if necessary)

---

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable): Texas Building & Procurement Commission  other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable): Texas Building & Procurement Commission  other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable): Texas Building & Procurement Commission  other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

**(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)**

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return) <b>Herrera + Hunt, Inc.</b>
	Business name, if different from above
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____ <input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.) <b>PO Box 49</b>
	City, state, and ZIP code <b>Alamo, TX 78516-0049</b>
Requester's name and address (optional)	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
2	6	0	5	1	3	3	5	5

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶ <b>Alfredo Herrera</b>	Date ▶ <b>7-11-13</b>
------------------	---	-----------------------

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

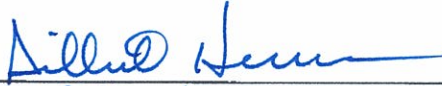
Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## Certification Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:   
Print Name: Gilbert Herrera  
Title: President  
Telephone Number: 956-330-5566  
Date: 7-11-13

If the proposer is unable to verify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

( THIS PAGE MUST BE SUBMITTED WITH PROPOSAL )